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Attorney for Judgment Creditor RONALD
KOLODZIEJ, an individual and doing
business as NIAGARA CONSTRUCTION

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re
PETER D. MULLINS,
Debtor.

Case No. **2:12-bk-39952-WB**

Chapter 11

Adv. No. **2:12-ap-02670-WB**

RONALD KOLODZIEJ, an individual
and doing business as NIAGARA
CONSTRUCTION,

Plaintiff(s),

v.

PETER D. MULLINS, an individual,
Defendant(s).

**MOTION FOR ORDER ASSIGNING
JUDGMENT DEBTOR'S RIGHT TO
PAYMENTS AND ORDER
RESTRAINING JUDGMENT
DEBTOR; MEMORANDUM OF
POINTS AND AUTHORITIES;
REQUEST FOR JUDICIAL NOTICE;
DECLARATION OF ADAM L.
STRELTZER**

[F.R.B.P. Rule 7069; F.R.C.P. Rule
69(a)(1); Cal. Code of Civ. Proc.
§§708.510 & 708.520]

Hearing:

Date: September 29, 2016

Time: 10:00 a.m.

Place: Courtroom 1375
255 E. Temple St.
Los Angeles, California

Judgment Entered: August 11, 2014

TO THE HON. JULIA W. BRAND, UNITED STATES BANKRUPTCY JUDGE,
AND TO THE JUDGMENT DEBTOR PETER D. MULLINS, AN INDIVIDUAL:

Judgment Creditor and moving party RONALD KOLODZIEJ, an individual and doing
business as NIAGARA CONSTRUCTION ("**Judgment Creditor**"), pursuant to F.R.B.P.

1 Rule 7069, F.R.C.P. Rule 69(a)(1), and California Code of Civil Procedure (Cal. Code of Civ.
2 Proc.) §§708.510 & 708.520, hereby moves this Court for the following Orders:

3 1. For an Order assigning the rights of Judgment Debtor PETER D. MULLINS, an
4 individual ("**Judgment Debtor**"), to payment of monies due or to become due from:

5 (a) Seller/Owner of that certain residential real property located at 435 Pier
6 Ave., Santa Monica, California 90405 (APN 4287-026-011) and currently marketed for
7 sale as Multiple Listing Service ("**MLS**") identification no. 16-126042;

8 (b) Seller/Owner of that certain residential real property located at 2817
9 Third St., Santa Monica, California 90405 (APN 4287-022-014) and currently
10 marketed for sale as MLS identification no. 16-100550;

11 (c) AP Real Estate;

12 (d) Peter Mullins Properties;

13 (e) Peter Mullins Real Estate, Inc.; and

14 (f) St Onge Mullins Properties Inc.;

15 for salesperson and/or broker commissions, fees, consulting fees, advances, reimbursement to
16 expense accounts, bonuses, sales bonuses, royalty bonuses, and all other types of related
17 payments (other than wages).

18 2. An Order restraining Judgment Debtor, and any servant, agent, employee,
19 representative, attorney, or any person(s) in active concert and participating with the
20 Judgment Debtor, should be restrained and enjoined from encumbering, assigning, selling,
21 transferring, disposing, dividing, or licensing Judgment Debtor's above-described rights to
22 payment sought to be assigned prior to the satisfaction of Judgment Creditor's judgment.

23 A stipulated money judgment in the amount of \$225,000 was entered by this Court on
24 August 11, 2014 in favor of Judgment Creditor and against Judgment Debtor ("**Judgment**")
25 [Docket No. 62] [**Exhibit A**]. The Judgment Debtor subsequently defaulted on payment, the
26 stay of enforcement expired, and this Court issued a Writ of Execution on June 7, 2016 for
27 the enforcement of the balance due, in the amount of \$223,455.64 plus \$0.65 per day interest
28 thereafter [Docket No. 69] [**Exhibit B**]. The Judgment remains due and outstanding.

1 This motion for an assignment order and restraining order is made on the grounds that
2 the Judgment Creditor has an enforceable and unsatisfied judgment entered against the
3 Judgment Debtor, which has become final and for which there is no stay on enforcement, the
4 Judgment Debtor has the above-described rights to payment which are assignable in
5 satisfaction of the Judgment, the Judgment Debtor's rights to payment are property from
6 which the Judgment may be satisfied, and there is a need to restrain the Judgment Debtor so
7 that such payments will be available to be applied to the Judgment and these ongoing
8 judgment enforcement efforts will not be hindered. This motion should be granted and the
9 Judgment Debtor's above-described rights to payment should be assigned to the Judgment
10 Creditor, absolutely and outright, to the extent necessary to pay the Judgment in full,
11 including all costs, fees, and interest accrued through the date of payment.

12 This motion is based upon this Notice, the Memorandum of Points and Authorities, the
13 pleadings, records, and files in this action, the attached Declaration of Adam L. Streltzer, and
14 such oral and other documentary evidence and argument that may be presented at the hearing
15 of this Motion.

16 Respectfully submitted.

17 DATED: September 1, 2016

ADAM L. STRELTZER, Attorney at Law

18
19 By: /s/ Adam L. Streltzer

Adam L. Streltzer
Attorney for Judgment Creditor RONALD
KOLODZIEJ, an individual and doing
business as NIAGARA CONSTRUCTION

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 This case concerns a judgment debtor who, for almost 2 years, has failed to pay his
5 judgment creditor the amounts due and owing on an agreed-upon judgment, and the judgment
6 creditor's attempt to collect that balance due.

7 A stipulated money judgment in the amount of \$225,000 was entered by this Court on
8 August 11, 2014 ("**Judgment**") [Docket No. 62] [**Exhibit A**]. The Judgment was entered in
9 favor of Judgment Creditor and moving party RONALD KOLODZIEJ, an individual and
10 doing business as NIAGARA CONSTRUCTION ("**Judgment Creditor**") and against
11 Judgment Debtor PETER D. MULLINS, an individual ("**Judgment Debtor**"). The Judgment
12 Debtor subsequently defaulted on payment, the stay of enforcement expired, and this Court
13 issued a Writ of Execution thereupon on June 7, 2016 for the enforcement of the balance due,
14 in the amount of \$223,455.64 plus \$0.65 per day interest thereafter [Docket No. 69] [**Exhibit**
15 **B**]. The Judgment remains due and outstanding.

16 Here the Judgment Creditor has an enforceable and unsatisfied judgment entered
17 against the Judgment Debtor, which has become final and for which there is no stay on
18 enforcement, the Judgment Debtor has certain rights to payment which are assignable in
19 satisfaction of the Judgment, the Judgment Debtor's rights to payment are property from
20 which the Judgment may be satisfied, and there is a need to restrain the Judgment Debtor so
21 that such payments will be available to be applied to the Judgment and these ongoing
22 judgment enforcement efforts will not be hindered. This motion should be granted.

23 **II.**

24 **JUDGMENT DEBTOR'S RIGHTS TO PAYMENT**

25 The Judgment Debtor is a real estate broker, licensed by the California Department of
26 Real Estate ("**DRE**") as number 00973691 (currently "active"), and doing business as "AP
27 Real Estate" and formerly doing business as licensed officer of "Peter Mullins Real Estate,
28 Inc." and "St Onge Mullins Properties Inc." [**Exhibit C**]

Judgment Creditor has recently determined that the Judgment Debtor is actively marketing, under his DRE license and the business name of "Peter Mullins Properties," and utilizing the website at *www.petermullinsproperty.com*, at least two (2) residential real properties in the County of Los Angeles and may soon earn the right to collect a commission and/or earn fees (not wages) from the owners/sellers of those properties. [Exhibit D] The first property is 435 Pier Ave., Santa Monica, California 90405 (APN 4287-026-011), listed for sale as Multiple Listing Service ("MLS") #16-126042 at the price of \$2,195,000.00. [Exhibit E] The second property is 2817 Third St., Santa Monica, California 90405 (APN 4287-022-014), listed for sale as MLS #16-100550 at the price of \$3,599,000.00. [Exhibit F].

Assuming Judgment Debtor earns the right to a typical salesperson and/or broker commissions and fees of between 4% to 6%, then the Judgment Debtor has or will soon have a right to payment of commissions or other payments in between the estimated amounts of \$231,760.00 and \$347,640.00. This amount is sufficient to satisfy most or all of the outstanding balance due of the Judgment.

III.

THE COURT IS AUTHORIZED TO ENTER ORDERS ASSIGNING A JUDGMENT DEBTOR'S RIGHTS TO PAYMENT TOWARDS SATISFACTION OF AN OUTSTANDING JUDGMENT ("ASSIGNMENT ORDER")

A. Federal Rules

Pursuant to Federal Rule of Civil Procedure (F.R.C.P.) Rule 69(a)(1), as incorporated by Federal Rule of Bankruptcy Procedure (F.R.B.P.) 7069, a "money judgment is enforced by a writ of execution, unless the court directs otherwise [and the] procedure on execution—and in *proceedings supplementary to and in aid of judgment or execution—must accord with the procedure of the state where the court is located*, but a federal statute governs to the extent it applies." F.R.C.P. Rule 69(a)(1) (*italics added*). The effect of F.R.B.P. Rule 7069 and F.R.C.P. Rule 69 is to incorporate the law of the state of the forum to determine the availability and procedures for enforcement of judgment. Here the forum is a district within the State of California, and so California's enforcement of judgment laws would apply.

Pursuant thereto, California's enforcement of judgment law, particularly the "assignment order" provisions of Cal. Code of Civ. Proc. §§708.510 & 708.520, may be used to reach a judgment debtor's present and future income or rights to payment. See *Peterson v. Islamic Republic of Iran*, 627 F.3d 1117, 1130-1131 (9th Cir. 2010) (The court "may order the judgment debtor to assign to the judgment creditor . . . all or part of a right to payment due or to become due, whether or not the right is conditioned on future developments. . ."). See *In re Rollins*, 175 B.R. 69, 76-77 n.5 (Bankr. E.D. Cal. 1994).

B. State Procedures

An assignment order is a court order which assigns to a judgment creditor a judgment debtor's rights to payment due or to become due from a third party, regardless of whether such rights are uncertain, conditional, or contingent. Cal. Code of Civ. Proc. §708.510 et seq. Courts have broad discretion in determining whether to order assignment. Cal. Code of Civ. Proc. §708.510(c). Note an assignment order as contemplated by Cal. Code of Civ. Proc. §708.510 et seq. actually "*assigns a right to payment outright* (not simply an order directing the judgment debtor to do so)." Ahart, Cal. Prac. Guide: Enforcing Judgments and Debts (The Rutter Group), ¶6:1422.5 (italics in original). Accord *Specialty Labs. Inc. v. Advanced Biomedical, Inc. (In re Advanced Biomedical, Inc.)*, 547 B.R. 337, 341-342 (Bankr. C.D. Cal., Mar. 22, 2016) (there is no defect in assigning rights to payment outright).

This procedure allows a judgment creditor to reach certain forms of property that cannot ordinarily be reached by levy under a writ of execution. More importantly, it provides an optional procedure for reaching assignable forms of property that are subject to levy but as to which the creditor might face difficulty in actually reaching by levy. The assignment order remedy may be used by alone, or it may be used in conjunction with any other remedy provided in California's Enforcement of Judgments Law. See Legislative Committee Comment to Cal. Code of Civ. Proc. §708.510 (first paragraph). [Exhibit G]

All property of a judgment debtor is subject to enforcement of a money judgment. Cal. Code of Civ. Proc. §695.010(a). All or part of any right to payment due, or to become due, may be ordered assigned, including a judgment debtor's right to receive future commissions

1 and any other payment right not expressly excluded by other law. Cal. Code of Civ. Proc.
2 §708.510(a). Consequently this Court may issue an order directly assigning to a judgment
3 creditor all or part of a judgment debtor's right to payment due or to become due. Although
4 the Court may take into consideration all relevant factors, the sole constraints are the right to
5 payment be assigned only to the extent necessary to satisfy the creditor's money judgment
6 and that, where any part of the payment are exempt, the amount of the payments assigned
7 should not exceed the difference between the gross amount of the payments and the exempt
8 amount. See Cal. Code of Civ. Proc. §§708.510(c), (d), (e), and (f).

9 **C. Request for Assignment Order**

10 Judgment Creditors requests that this Court enter an Order assigning the Judgment
11 Debtor's rights to payment of monies due or to become due from:

12 (a) Seller/Owner of that certain residential real property located at 435 Pier
13 Ave., Santa Monica, California 90405 (APN 4287-026-011) and currently marketed for
14 sale as MLS #16-126042;

15 (b) Seller/Owner of that certain residential real property located at 2817
16 Third St., Santa Monica, California 90405 (APN 4287-022-014) and currently
17 marketed for sale as MLS #16-100550;

18 (c) AP Real Estate;

19 (d) Peter Mullins Properties;

20 (e) Peter Mullins Real Estate, Inc.; and

21 (f) St Onge Mullins Properties Inc.;

22 for salesperson and/or broker commissions, fees, consulting fees, advances, reimbursement to
23 expense accounts, bonuses, sales bonuses, royalty bonuses, and all other types of related
24 payments (other than wages).

25 The Judgment Debtors' above-described rights to payment are properly subject to an
26 assignment order, likely in an amount sufficient to satisfy most or all of the outstanding
27 balance due of the Judgment, and therefore this motion should be granted and said rights to
28 payment assigned to the Judgment Creditor.

1 **IV.**

2 **INJUNCTIVE RELIEF**

3 A judgment creditor may, concurrently with moving for an assignment order, apply for
4 an order restraining the judgment debtor from assigning, disposing of, or encumbering the
5 right to payment sought to be assigned. Cal. Code of Civ. Proc. §708.520(a). Such a
6 restraining order may be issued solely upon the showing of need. Code of Civ. Proc.
7 §708.520(b). Such a showing of need is set forth herein. [See Declaration of Adam L.
8 Streltzer, p. 12, ¶11] Importantly, this is not a request for a temporary restraining order or
9 preliminary injunction, but simply for regular injunctive relief upon regular notice. See
10 F.R.B.P. Rule 7065 (injunctive relief available in adversary proceedings).

11 As a consequence, the Judgment Debtor, and any servant, agent, employee,
12 representative, attorney, or any person(s) in active concert and participating with the
13 Judgment Debtor, should be restrained and enjoined from encumbering, assigning, selling,
14 transferring, disposing, dividing, or licensing Judgment Debtor's rights to payment described
15 above, so that such will be available to be applied to the Judgment and these ongoing
16 judgment enforcement efforts will not be hindered.

17 **V.**

18 **EXEMPTIONS (IF ANY)**

19 Judgment Debtor may have exemptions to shelter some of the rights to payment
20 sought for assignment by way of this motion. If so, Judgment Debtor may choose to claim
21 any available exemption in response to this motion, in compliance with otherwise applicable
22 rule and law. See Cal. Code of Civ. Proc. §708.550(a) (procedures for a judgment debtor to
23 claim that all of, or part of, a right to payment is exempt from enforcement).

24 **VI.**

25 **SERVICE--NOTICE OF MOTION**

26 Notice of the motion for assignment of rights to payment is only required to be given
27 to the judgment debtor, either "personally or by mail." Cal. Code of Civ. Proc. §708.510(b).
28 The person or persons obligated to make payment to the Judgment Debtor, or who will

1 become obligated, is or are not affected by the Court's assignment order until thereafter
2 served with the Court's order. See Cal. Code of Civ. Proc. §708.540.

3 **VII.**

4 **CONCLUSION**

5 This motion should be granted for the reasons set forth herein.

6 Pursuant to F.R.B.P. Rule 7069, F.R.C.P. Rule 69(a)(1), and Cal. Code of Civ. Proc.
7 §§708.510, this Court should order the absolute and outright assignment to Judgment
8 Creditor of Judgment Debtor's right to salesperson and/or broker commissions, fees,
9 consulting fees, advances, reimbursement to expense accounts, bonuses, sales bonuses,
10 royalty bonuses, and all other types of related payments (other than wages) due or to become
11 due from the sale of the residential real property at 435 Pier Ave. and/or 2817 Third St., Santa
12 Monica, California, directly or indirectly through AP Real Estate, Peter Mullins Properties,
13 Peter Mullins Real Estate, Inc., and/or St Onge Mullins Properties Inc., to the extent
14 necessary to pay the Judgment in full, including all costs, fees, and interest accrued through
15 the date of payment.

16 Further, pursuant to F.R.B.P. Rule 7069, F.R.C.P. Rule 69(a)(1), and Cal. Code of Civ.
17 Proc. §708.520, this Court should restrain and enjoin the Judgment Debtor, and any servant,
18 agent, employee, representative, attorney, or any person(s) in active concert and participating
19 with the Judgment Debtor, from encumbering, assigning, selling, transferring, disposing,
20 dividing, or licensing Judgment Debtor's above-described rights to payment due or to become
21 due thereunder.

22 Respectfully submitted.

23 DATED: September 1, 2016

ADAM L. STRELTZER, Attorney at Law

24
25 By: /s/ Adam L. Streltzer

26 Adam L. Streltzer
27 Attorney for Judgment Creditor RONALD
28 KOLODZIEJ, an individual and doing
business as NIAGARA CONSTRUCTION

REQUEST FOR JUDICIAL NOTICE

RONALD KOLODZIEJ, an individual and doing business as NIAGARA CONSTRUCTION ("**Judgment Creditor**") hereby requests that this Court take judicial notice of the following matters:

1. Judgment entered in this proceeding in favor of Judgment Creditor and against Judgment Debtor PETER D. MULLINS, an individual ("**Judgment Debtor**"), on August 11, 2014 [Docket No. 62] [**Exhibit A**] ("**Judgment**");

2. Writ of Execution issued in this proceeding June 7, 2016 for the enforcement of the balance due of the Judgment, in the amount of \$223,455.64 plus \$0.65 per day interest thereafter [Docket No. 69] [**Exhibit B**];

3. Entry in the official public records of the State of California, Department of Real Estate ("**DRE**") for Judgment Debtor (Peter D. Mullins), license number 00973691 (currently "active"), doing business as "AP Real Estate," and formerly doing business as licensed officer of "Peter Mullins Real Estate, Inc." and "St Onge Mullins Properties Inc." [**Exhibit C**]; and

4. The law of the State of California enacted as Cal. Code of Civ. Proc. §§695.010, 708.510, 708.520, 708.530, 708.540, and 708.550 [**Exhibit G**].

Respectfully submitted.

DATED: September 1, 2016

ADAM L. STRELTZER, Attorney at Law

By: /s/ Adam L. Streltzer

Adam L. Streltzer
Attorney for Judgment Creditor RONALD
KOLODZIEJ, an individual and doing
business as NIAGARA CONSTRUCTION

DECLARATION OF ADAM L. STRELTZER

I, ADAM L. STRELTZER, hereby state and declare:

1. I am an attorney at law duly admitted to practice before all of the courts of the State of California, and I am the attorney of record for Judgment Creditor and moving party RONALD KOLODZIEJ, an individual and doing business as NIAGARA CONSTRUCTION ("**Judgment Creditor**").

2. I have personal knowledge of the matters set forth in this declaration, and I would and could competently testify thereto if I were called upon to do so.

3. A stipulated money judgment in the amount of \$225,000 was entered by this Court on August 11, 2014 ("**Judgment**") in favor of Judgment Creditor and against Judgment Debtor PETER D. MULLINS, an individual ("**Judgment Debtor**") [Docket No. 62]. A true and correct copy of the Judgment is attached as **Exhibit A** and incorporated hereat.

4. The Judgment Debtor subsequently defaulted on payment, the stay of enforcement expired, and this Court issued a Writ of Execution thereupon on June 7, 2016 for the enforcement of the balance due, in the amount of \$223,455.64 plus \$0.65 per day interest thereafter [Docket No. 69]. A true and correct copy of the Writ of Execution is attached as **Exhibit B** and incorporated hereat.

5. The Judgment remains due and outstanding. As of the date of this declaration, \$223,511.54 is due for principal and interest, plus additional amounts for attorneys' fees

6. The Judgment Debtor is a real estate broker, licensed by the State of California, Department of Real Estate ("**DRE**"), as license number 00973691 (currently "active"), doing business as "AP Real Estate," and formerly doing business as licensed officer of "Peter Mullins Real Estate, Inc." and "St Onge Mullins Properties Inc." A true and correct copy of the entry in the official records of the DRE, concerning the Judgment Debtor, as accessed by me on September 1, 2016 at <http://www2.dre.ca.gov/PublicASP/ppinfo.asp>, is attached as **Exhibit C** and incorporated hereat.

7. I recently determined that the Judgment Debtor is actively marketing, under his DRE license and the business name of "Peter Mullins Properties," and also utilizing the

1 website located at <http://www.pettermullinsproperty.com>, at least two (2) residential real
2 properties in the County of Los Angeles and may soon earn the right to collect a commission
3 and/or earn fees (not wages) from the owners/sellers of those properties. A true and correct
4 copy of the Judgment Debtor's public website showing the properties for sale is attached as
5 **Exhibit D** and incorporated hereat.

6 8. The first property is 435 Pier Ave., Santa Monica, California 90405 (APN 4287-
7 026-011), listed for sale as Multiple Listing Service ("MLS") #16-126042 at the price of
8 \$2,195,000.00. A true and correct copy of the public MLS listing is attached as **Exhibit E**
9 and incorporated hereat.

10 9. The second property is 2817 Third St., Santa Monica, California 90405 (APN
11 4287-022-014), listed for sale as MLS #16-100550 at the price of \$3,599,000.00. A true and
12 correct copy of the public MLS listing is attached as **Exhibit F** and incorporated hereat.

13 10. Assuming Judgment Debtor earns the right to a typical salesperson and/or broker
14 commissions and fees of between 4% to 6%, then the Judgment Debtor has or will soon have
15 a right to payment of commissions or other payments in between the estimated amounts of
16 \$231,760.00 and \$347,640.00. This amount is sufficient to satisfy most or all of the
17 outstanding balance due of the Judgment.

18 11. I have been enforcing the underlying state court judgment entered against the
19 Judgment Debtor for many years, as well as attempting to enforce the Judgment entered in
20 this case. It is difficult, if not impossible, to find any assets of the Judgment Debtor available
21 to apply towards satisfaction of judgment, and it is exceptionally difficult to find him and
22 have him personally served. His promises to pay are clearly meaningless. Most of the efforts
23 to investigate assets and try to collect upon this Judgment have not yet resulted in any
24 satisfaction. The discovery of these real property listings, despite his DRE license suspension,
25 is one of the first big breaks in many years. Judgment Creditor has a need for an order
26 restraining the Judgment Debtor from assigning, disposing of, or encumbering the payment
27 rights sought to be assigned because, without this Court's entry of orders as prayed, it is likely
28 that Judgment Debtor will transfer his payment rights or simply disappear again.

12. This motion should be granted for the reasons set forth herein, such that this Court orders the absolute and outright assignment to Judgment Creditor of Judgment Debtor's right to salesperson and/or broker commissions, fees, consulting fees, advances, reimbursement to expense accounts, bonuses, sales bonuses, royalty bonuses, and all other types of related payments (other than wages) due or to become due from the sale of the residential real property at 435 Pier Ave. and/or 2817 Third St., Santa Monica, California, directly or indirectly through AP Real Estate, Peter Mullins Properties, Peter Mullins Real Estate, Inc., and/or St Onge Mullins Properties Inc., to the extent necessary to pay the Judgment in full, including all costs, fees, and interest accrued through the date of payment. Further, this Court should restrain and enjoin the Judgment Debtor, and any servant, agent, employee, representative, attorney, or any person(s) in active concert and participating with the Judgment Debtor, from encumbering, assigning, selling, transferring, disposing, dividing, or licensing Judgment Debtor's above-described rights to payment due or to become due thereunder.

Executed on September 1, 2016, at Los Angeles, California.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

/s/ Adam L. Steltzer
Adam L. Steltzer

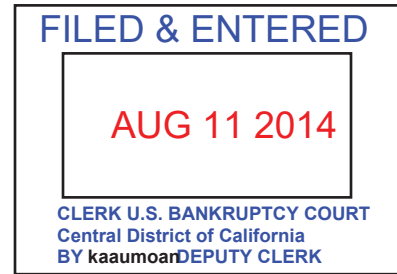
EXHIBIT A

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ADAM L. STRELTZER, Attorney at Law
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Attorney for Plaintiff RONALD
KOLODZIEJ, an individual and doing
business as NIAGARA CONSTRUCTION



CHANGES MADE BY COURT

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re
PETER D. MULLINS,
Debtor.

Case No. **2:12-bk-39952-WB**

Chapter **11**
(converted from Chapter 13)

Adv. No. **2:12-ap-02670-WB**

RONALD KOLODZIEJ, an individual
and doing business as NIAGARA
CONSTRUCTION,

JUDGMENT UPON STIPULATION

Plaintiff(s),

Hearing:

Date: August 5, 2014

Time: 2:00 p.m.

Place: Courtroom 1375

v.

PETER D. MULLINS, an individual,

Defendant(s).

1. IT IS HEREBY ORDERED THAT, pursuant to a Stipulation between Defendant PETER D. MULLINS, an individual ("**Defendant**") and Plaintiff RONALD KOLODZIEJ, an individual and doing business as NIAGARA CONSTRUCTION ("**Plaintiff**") (*AP Docket No. 61*), judgment is entered in favor of Plaintiff and against Defendant as follows: that the judgment entered September 26, 2011, amended *nunc pro tunc* May 14, 2012, by the Superior Court of the State of California, County of Los Angeles, in favor of Plaintiff and against Defendant in the case entitled *Kolodziej v. Mullins*

1 *et al.*, case no. SC100345 ("**State Court Judgment**"), to the extent of and in the amount of
2 two hundred and twenty-five thousand dollars (\$225,000.00), shall be Plaintiff's damages in
3 this adversary proceeding and shall constitute a nondischargeable obligation due and owing
4 from Defendant to Plaintiff pursuant to 11 U.S.C. §§523(a) ("**Judgment**").

5 2. Enforcement of the Judgment shall be stayed, however enforcement shall only
6 be stayed subject to the following:

7 A. Commencing September 1, 2014, the Defendant shall make the
8 following payments to Plaintiff:

9 i. Year One (1): For the first twelve (12) months thereafter, the
10 sum of one thousand dollars (\$1,000.00) per month, to be received by Plaintiff
11 on or before the end of the business day on the first (1st) business day of each
12 month;

13 ii. Year Two (2): For the twelve (12) months thereafter, the sum of
14 two thousand dollars (\$2,000.00) per month, to be received by Plaintiff on or
15 before the end of the business day on the first (1st) business day of each
16 month;

17 iii. Balloon Payment: The sum of twelve thousand five hundred
18 dollars (\$12,500.00), to be received by Plaintiff on or before the end of the
19 business day on the first (1st) business day of the twenty-fifth (25th) month
20 after confirmation;

21 iv. Year Three (3): For the twelve (12) months thereafter, the sum
22 of \$2,500.00) per month, to be received by Plaintiff on or before the end of
23 the business day on the first (1st) business day of each month;

24 v. If Defendant confirms a Chapter 11 Plan entered in this within
25 bankruptcy proceeding (2:12-bk-39952-WB), and on said condition only, then
26 Defendant's Chapter 11 Plan shall treat Plaintiff as an unsecured claim, for
27 which Plaintiff consents to such treatment, and Plaintiff shall be entitled to
28 receive any and all payments made or to be made to Plaintiff as an unsecured

1 claimant from the disbursing agent ("**Plan Payments**"). Defendant's Chapter
2 11 Plan shall incorporate provisions that effectuate, or are not in conflict with,
3 this Stipulation and the Judgment to be entered hereon; and

4 vi. Final payment: The sum of fifty-nine thousand dollars
5 (\$59,000.00) (less the total amount of any and all Plan Payments actually
6 received by Plaintiff), to be received by Plaintiff on or before the end of the
7 business day on the first (1st) business day of the thirty-seventh (37th) month
8 after confirmation.

9 B. If Plaintiff duly and timely receives all of the payments set forth above,
10 which totals the sum of one hundred thirty seven thousand and five hundred dollars
11 (\$137,500.00), then Plaintiff shall satisfy the Judgment and forfeit any further Plan
12 Payments in excess thereof.

13 C. Defendant shall have the right at any time and from time to time to
14 prepay the sums due and payable pursuant to this Stipulation, in whole or in part,
15 without premium or penalty;

16 D. Time is of the essence in respect to all provisions hereof that specify a
17 time for performance. If Plaintiff does not receive a payment set forth above, on or
18 before its due date, then Plaintiff may deem Defendant to be in default and provide
19 notification to the via electronic mail (email) to *petermullinsrealestate@gmail.com*,
20 with a copy to Defendant's counsel via email to *donna@srhlawfirm.com* and
21 *kevin@srhlawfirm.com* and via Fax to (818) 783-6253, noting the default and the
22 amount of the payment then due. If Plaintiff does not receive such payment within
23 seven (7) calendar days thereafter, then:

24 (i) Defendant is deemed to consent to the termination of the
25 automatic stay of 11 U.S.C. §362, if any is then in existence;

26 (ii) The stay of enforcement set forth above in subparagraph (A) is
27 automatically terminated, without any other or further notice to Defendant;

28 (iii) The payment schedule set forth above in subparagraph (A) is

1 automatically cancelled and of no further force or effect; and

2 (iv) Plaintiff may immediately seek to enforce the Judgment by any
3 means permissible at law or equity for the enforcement of a money judgment,
4 plus accrued interest, fees, and costs, but less the total amount of all payments
5 actually received by Plaintiff before default.

6 E. No waiver of any breach, failure, right, or remedy shall be deemed a
7 waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall
8 any waiver constitute a continuing waiver.

9 F. All payments to be made pursuant hereto shall be in United States
10 Dollars, and will be in the form of a check, drawn on good funds, made payable to
11 the "Costa, Abrams & Coate, LLP Client Trust Account," Attention: Joseph P. Costa,
12 Esq., and delivered on or before the due date during normal business hours to 1221
13 Second Street, Third Floor, Santa Monica, California 90401; (310) 576-6161.

14 3. This Judgment shall earn simple interest accruing at the maximum rate as
15 provided by law from the date of entry hereon.

16 4. Plaintiff shall be entitled to recover its reasonable attorneys' fees and costs
17 incurred with respect to the enforcement of the Judgment and the State Court Judgment.

18 ###

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24 Date: August 11, 2014

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Julia W. Brand
United States Bankruptcy Judge

EXHIBIT B

EXHIBIT B

EXHIBIT B

Form B-1036 - (Rev. 02/10)

1998 USBC, Central District of California

Attorney or Party Name, Address, Telephone & FAX Numbers, California Bar Number ADAM L. STRELTZER, Attorney at Law California Bar Number 175075 1875 Century Park East, Suite 700 Los Angeles, California 90067 Telephone: (424) 652-8010 FAX: (424) 652-2296 Email: adam@streltzer.com Attorney for <u>Judgment Creditor RONALD KOLODZIEJ, etc.</u>		For Court Use Only
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		
In re: PETER D. MULLINS, <div style="text-align: right;">Debtor.</div>	CASE NO.: 2:12-bk-39952-WB ADVERSARY NO.: 2:12-ap-02670-WB	
RONALD KOLODZIEJ, an individual and doing business as NIAGARA CONSTRUCTION, <div style="text-align: right;">Plaintiff(s),</div> <div style="text-align: center;">vs.</div> PETER D. MULLINS, an individual, <div style="text-align: right;">Defendant(s).</div>	WRIT OF EXECUTION	

TO THE UNITED STATES MARSHAL FOR THE CENTRAL DISTRICT OF CALIFORNIA:

YOU ARE DIRECTED to enforce the Judgment described below with interest and costs as provided by law.

On August 11, 2014, a judgment was entered in the above-entitled action in favor of
RONALD KOLODZIEJ, an individual and doing business as NIAGARA CONSTRUCTION
 as **Judgment Creditor**, and against
PETER D. MULLINS, an individual

as **Judgment Debtor**, for:

\$ <u>225,000.00</u>	PRINCIPAL
\$ <u>0.00</u>	ATTORNEYS FEES
\$ <u>0.00</u>	INTEREST
\$ <u>0.00</u>	COSTS
\$ <u>225,000.00</u>	TOTAL JUDGMENT AS ENTERED

Form B-1036 - (Rev. 02/10)

Page 2 of 3

1998 USBC, Central District of California

In re PETER D. MULLINS Debtor(s).	CASE NO.: 2:12-bk-39952-WB ADVERSARY PROCEEDING NO.: 2:12-ap-02670-WB
---	---

The following are name(s) and address(es) of the judgment debtor(s) to whom a copy of this writ of execution must be mailed unless it was served at the time of the levy. This information must be filled in by counsel requesting this writ.

PETER D. MULLINS
2633 Lincoln Blvd. #342
Santa Monica, CA 90405

Form B-1036 - (Rev. 02/10)

1998 USBC, Central District of California

Page 3 of 3

In re PETER D. MULLINS Debtor(s).	CASE NO.: 2:12-bk-39952-WB ADVERSARY PROCEEDING NO.: 2:12-ap-02670-WB
---	---

NOTICE TO THE JUDGMENT DEBTOR:

You may be entitled to file a claim exempting your property from execution. You may seek the advice of an attorney or may within ten (10) days after the date the notice of levy was served deliver a claim of exemption to the levying officer as provided in Sections 703.510-703.610 of the California Code of Civil Procedure.

According to an affidavit and/or memorandum of costs after judgment, it appears that further sums have accrued since the entry of judgment, to wit:

\$ 438.14	ACCRUED INTEREST
\$ 6,017.50	ACCRUED COSTS
\$ 6,455.64	TOTAL

Credit must be given for payments and partial satisfaction in the amount of \$ 8,000.00 which is to be credited against the total accrued costs and accrued interest, with any excess credited against the judgment as entered, leaving a net balance of:

\$ 223,455.64 ACTUALLY DUE on the date of the issuance of this writ, of which
\$ 217,438.14 is due on the judgement as entered, and bears interest at 0.11 % per
annum in the amount of \$ 0.65 per day, from the date of issuance of this writ, to which
must be added the commissions and costs of the officer executing this writ.

DATED:  June 7, 2016

KATHLEEN J. CAMPBELL

KATHLEEN J. CAMPBELL
Clerk, United States Bankruptcy Court

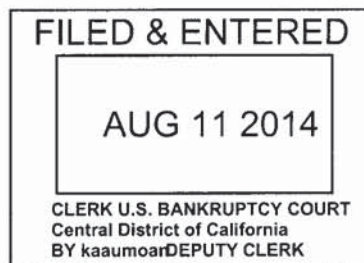
By: 

Deputy Clerk

COPY
COURTESY COPY

1 ADAM L. STRELTZER, Attorney at Law
California Bar Number 17505
2 1875 Century Park East, Suite 700
Los Angeles, California 90067-2508
3 Tel: (424) 652-8010
Fax: (424) 652-2296
4 Email: adam@streltzer.com

5 Attorney for Plaintiff RONALD
KOLODZIEJ, an individual and doing
6 business as NIAGARA CONSTRUCTION



7 CHANGES MADE BY COURT
8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION

12 In re
13 PETER D. MULLINS,
14 Debtor.

15 RONALD KOLODZIEJ, an individual
16 and doing business as NIAGARA
CONSTRUCTION,

17 Plaintiff(s),

18 v.

19 PETER D. MULLINS, an individual,
20 Defendant(s).

Case No. **2:12-bk-39952-WB**

Chapter **11**
(converted from Chapter 13)

Adv. No. **2:12-ap-02670-WB**

JUDGMENT UPON STIPULATION

Hearing:

Date: August 5, 2014

Time: 2:00 p.m.

Place: Courtroom 1375

22 1. IT IS HEREBY ORDERED THAT, pursuant to a Stipulation between
23 Defendant PETER D. MULLINS, an individual ("**Defendant**") and Plaintiff RONALD
24 KOLODZIEJ, an individual and doing business as NIAGARA CONSTRUCTION
25 ("**Plaintiff**") (*AP Docket No. 61*), judgment is entered in favor of Plaintiff and against
26 Defendant as follows: that the judgment entered September 26, 2011, amended *nunc pro*
27 *tunc* May 14, 2012, by the Superior Court of the State of California, County of Los
28 Angeles, in favor of Plaintiff and against Defendant in the case entitled *Kolodziej v. Mullins*

1 *et al.*, case no. SC100345 ("**State Court Judgment**"), to the extent of and in the amount of
2 two hundred and twenty-five thousand dollars (\$225,000.00), shall be Plaintiff's damages in
3 this adversary proceeding and shall constitute a nondischargeable obligation due and owing
4 from Defendant to Plaintiff pursuant to 11 U.S.C. §§523(a) ("**Judgment**").

5 2. Enforcement of the Judgment shall be stayed, however enforcement shall only
6 be stayed subject to the following:

7 A. Commencing September 1, 2014, the Defendant shall make the
8 following payments to Plaintiff:

9 i. Year One (1): For the first twelve (12) months thereafter, the
10 sum of one thousand dollars (\$1,000.00) per month, to be received by Plaintiff
11 on or before the end of the business day on the first (1st) business day of each
12 month;

13 ii. Year Two (2): For the twelve (12) months thereafter, the sum of
14 two thousand dollars (\$2,000.00) per month, to be received by Plaintiff on or
15 before the end of the business day on the first (1st) business day of each
16 month;

17 iii. Balloon Payment: The sum of twelve thousand five hundred
18 dollars (\$12,500.00), to be received by Plaintiff on or before the end of the
19 business day on the first (1st) business day of the twenty-fifth (25th) month
20 after confirmation;

21 iv. Year Three (3): For the twelve (12) months thereafter, the sum
22 of \$2,500.00) per month, to be received by Plaintiff on or before the end of
23 the business day on the first (1st) business day of each month;

24 v. If Defendant confirms a Chapter 11 Plan entered in this within
25 bankruptcy proceeding (2:12-bk-39952-WB), and on said condition only, then
26 Defendant's Chapter 11 Plan shall treat Plaintiff as an unsecured claim, for
27 which Plaintiff consents to such treatment, and Plaintiff shall be entitled to
28 receive any and all payments made or to be made to Plaintiff as an unsecured

1 claimant from the disbursing agent ("**Plan Payments**"). Defendant's Chapter
2 11 Plan shall incorporate provisions that effectuate, or are not in conflict with,
3 this Stipulation and the Judgment to be entered hereon; and

4 vi. Final payment: The sum of fifty-nine thousand dollars
5 (\$59,000.00) (less the total amount of any and all Plan Payments actually
6 received by Plaintiff), to be received by Plaintiff on or before the end of the
7 business day on the first (1st) business day of the thirty-seventh (37th) month
8 after confirmation.

9 B. If Plaintiff duly and timely receives all of the payments set forth above,
10 which totals the sum of one hundred thirty seven thousand and five hundred dollars
11 (\$137,500.00), then Plaintiff shall satisfy the Judgment and forfeit any further Plan
12 Payments in excess thereof.

13 C. Defendant shall have the right at any time and from time to time to
14 prepay the sums due and payable pursuant to this Stipulation, in whole or in part,
15 without premium or penalty;

16 D. Time is of the essence in respect to all provisions hereof that specify a
17 time for performance. If Plaintiff does not receive a payment set forth above, on or
18 before its due date, then Plaintiff may deem Defendant to be in default and provide
19 notification to the via electronic mail (email) to *petermullinsrealestate@gmail.com*,
20 with a copy to Defendant's counsel via email to *donna@srhlawfirm.com* and
21 *kevin@srhlawfirm.com* and via Fax to (818) 783-6253, noting the default and the
22 amount of the payment then due. If Plaintiff does not receive such payment within
23 seven (7) calendar days thereafter, then:

24 (i) Defendant is deemed to consent to the termination of the
25 automatic stay of 11 U.S.C. §362, if any is then in existence;

26 (ii) The stay of enforcement set forth above in subparagraph (A) is
27 automatically terminated, without any other or further notice to Defendant;

28 (iii) The payment schedule set forth above in subparagraph (A) is

1 automatically cancelled and of no further force or effect; and

2 (iv) Plaintiff may immediately seek to enforce the Judgment by any
3 means permissible at law or equity for the enforcement of a money judgment,
4 plus accrued interest, fees, and costs, but less the total amount of all payments
5 actually received by Plaintiff before default.

6 E. No waiver of any breach, failure, right, or remedy shall be deemed a
7 waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall
8 any waiver constitute a continuing waiver.

9 F. All payments to be made pursuant hereto shall be in United States
10 Dollars, and will be in the form of a check, drawn on good funds, made payable to
11 the "Costa, Abrams & Coate, LLP Client Trust Account," Attention: Joseph P. Costa,
12 Esq., and delivered on or before the due date during normal business hours to 1221
13 Second Street, Third Floor, Santa Monica, California 90401; (310) 576-6161.

14 3. This Judgment shall earn simple interest accruing at the maximum rate as
15 provided by law from the date of entry hereon.

16 4. Plaintiff shall be entitled to recover its reasonable attorneys' fees and costs
17 incurred with respect to the enforcement of the Judgment and the State Court Judgment.

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24 Date: August 11, 2014

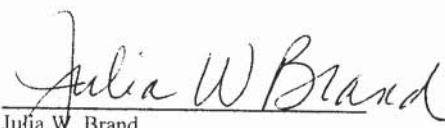
25 
26 Julia W. Brand
27 United States Bankruptcy Judge
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EXHIBIT C

EXHIBIT C

EXHIBIT C

STATE OF CALIFORNIA

BUREAU OF REAL ESTATE

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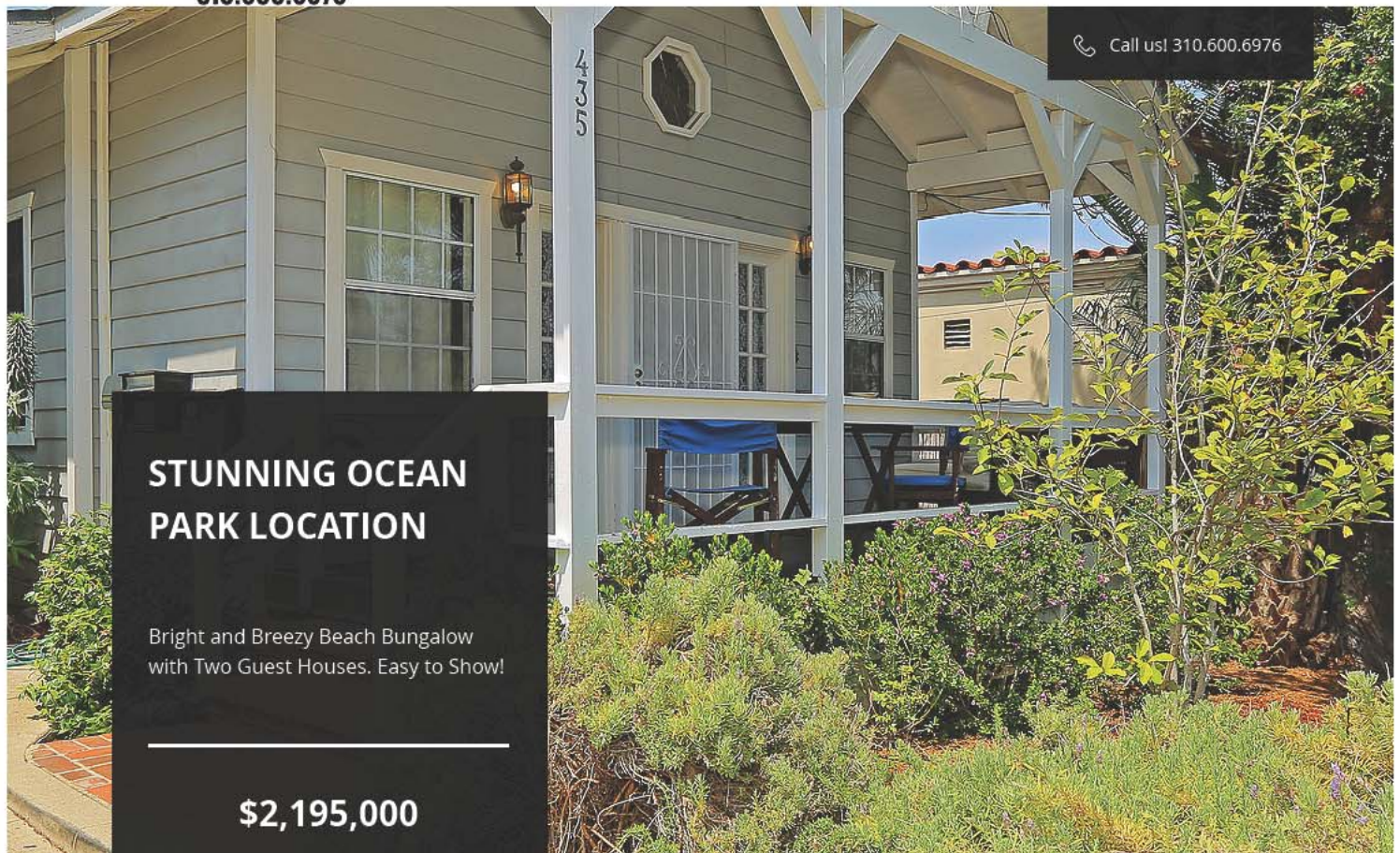
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License Type:	BROKER
Name:	Mullins, Peter D
Mailing Address:	2633 LINCOLN BLVD # 243 SANTA MONICA, CA 90405
License ID:	00973691
Expiration Date:	05/10/17
<u>License Status:</u>	LICENSED
<u>Salesperson License Issued:</u>	11/03/87 (Unofficial -- taken from secondary records)
<u>Broker License Issued:</u>	05/11/00
Former Name(s):	NO FORMER NAMES
Main Office:	11940 SAN VICENTE BLVD SUITE 100 LOS ANGELES, CA 90049
DBA	AP Real Estate ACTIVE AS OF 05/11/2000
Branches:	NO CURRENT BRANCHES
Affiliated Licensed Corporation(s):	01290123 - Officer Expiration Date: 11/30/08 St Onge Mullins Properties Inc OFFICER LICENSE EXPIRED AS OF 12/01/08 01884318 - Officer Expiration Date: 06/16/14 Peter Mullins Real Estate Inc OFFICER LICENSE EXPIRED AS OF 06/17/14
<u>Comment:</u>	NO DISCIPLINARY ACTION NO OTHER PUBLIC COMMENTS >>>> Public information request complete <<<<

EXHIBIT D

EXHIBIT D

EXHIBIT D

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LATEST PROPERTIES FOR SALE



PIER AVENUE

\$2,195,000

5 Bedrooms

Ocean Park Compound with Beach Bungalow in the front and 2 guest cottages to the rear. Main house has charming sun porch entry to bright and breezy interiors.

[READ MORE](#)**3RD STREET**

\$3,599,000

3 Bedrooms

Vintage Home and 3 separate bungalows on elevated lot. Bright and breezy charm filled interiors throughout with remodeled kitchens and bathrooms. Tasteful blend of contemporary upgrades and original period detailing.

[READ MORE](#)**LATEST PROPERTIES SOLD****GREENWOOD AVENUE**

4 Bedrooms

Elevated Mar Vista Hill lot - 2 level floor plan with open 24ft center atrium. Featuring Waterworks®, Ann Sacks Tile, Hans Grohe® & Dorn Bracht® fixtures. Built by Grossman & Gold in 2007. Floating steel and wood staircase leads to sweeping open plan living spaces and Chef's Kitchen. Unique folding doors lead to Private Roof Terrace with city views. Douglas Fir Wood Floors throughout living space.

\$1,600,000**5TH AVENUE**

3 Bedrooms

A classic vintage cottage in one of Venice's most sought after neighborhoods. Charm-filled interior spaces with wonderful ambient light and pride of ownership. Period detailing, fireplace in living room, moldings, archways, original deco tile in main bathroom and restored wood floors throughout. Steps to bustling Rose Avenue cafes and an easy stroll to the beach.

\$1,695,000

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NEGOTIABLE COMMISSIONS

As an independent brokerage, Peter Mullins Properties offers the flexibility of negotiable commissions.



INDUSTRY EXPERIENCE

With over 28 years of industry experience in the area, Peter Mullins Properties has closed over 3,000 transactions of all types.

CONTACT US

ADDRESS

Ocean Park
Santa Monica, CA 90405



ALTERNATIVELY YOU CAN FILL IN THE FOLLOWING CONTACT FORM:

Name
Email
Subject
Message

Send

TO SPEAK WITH US, PLEASE CALL OR EMAIL:

Email: peter@petermullinsproperties.com
Tel: 310.600.6976
Fax: 310.881.6919

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EXHIBIT E

EXHIBIT E

EXHIBIT E



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435 PIER AVE,
SANTA MONICA, CA. 90405

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Listing Price: \$2,195,000

Beds 4 Baths 3



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[Driving Directions](#)

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[Map](#)

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MLS#: 16-126042
APN#: 4287-026-011
Status: Active
Lot Size: 5995
Sq Ft: 2200
Beds: 4
Baths: 3
Style: N/A
Year Built: 1908
Subdivision:
Roof: N/A
Spa: N/A
Tennis: N/A
Laundry: N/A
Heat: Forced Air, Wall
Air: None
Amenities: N/A
Pool:
Floor: N/A
Rooms: N/A
Fireplace: N/A
Parking: Garage - 2 Car

Open House: N/A
Property Type: Income
Sale Type: Standard
Land Type: N/A
Lease Amount: N/A
Lease Exp: N/A
HOD: N/A
Area: Santa Monica
City: SANTA MONICA
Zip code: 90405
Map: N/A
View: N/A
Waterfront: N/A
Sewer: N/A
Parking # 3
Security: N/A

Remarks

[Community Report](#)

Ocean Park Compound in fantastic location, comprising of Beach Bungalow in the front and 2 guest cottages to the rear. Main house has charming sun porch entry to bright and breezy interiors. Living room with vaulted tongue and groove ceilings, exposed beams and fireplace. Both Kitchen and master also have vaulted ceilings. 2 spacious walk in closets. Guest bedroom is en suite. Both cottages have lots of vintage charm and period detailing and #B is a 2 bedroom and has it's own private yard. Front has washer and dryer and cottages have a shared laundry. Large 2 car garage and bonus storage room. Enormous potential for owner user, extended family or work from home professionals. Leave your car at home and walk to all the Main Street activities including restaurants, coffee houses and The Sunday Farmer's Market. A unique opportunity to acquire a real life style investment in South Santa Monica Beach.

Real Estate Agents

Name: [Mullins, Peter](#) [Email](#)

Phone: 310-600-6976

Cell: 310-600-6976

CalBRE #: 00973691

[Website](#)

Office: **PETER D MULLINS**

Office Phone: 310-600-6976

Name: N/A, N/A

Phone: N/A

Cell: N/A

CalBRE #: N/A

Office Name: N/A

Office Phone: N/A

Last Updated: 8/22/2016 11:21:49 AM

Similar Listings You May Like:



1820 17TH ST
SANTA MONICA, CA 90404
Bed: 6 Bath: 4
Sq Feet: 2074

LP: **\$1,489,000**
Distance: 1.01 mi



2117 Stewart Street
Santa Monica, CA 90404
Bed: N/A Bath: N/A
Sq Feet: 2544

LP: **\$1,995,000**
Distance: 1.93 mi

Recently Sold Listings:



2525 7TH ST
SANTA MONICA, CA 90405
Bed: 4 Bath: 4
Sq Feet: 2172

LP: **\$1,850,000**
SP: **\$1,600,000**
Distance: 0.98 mi



1438 11TH ST
SANTA MONICA, CA 90401
Bed: 4 Bath: 5
Sq Feet: 2582

LP: **\$2,000,000**
SP: **\$1,800,000**
Distance: 0.49 mi



1115 MAPLE ST
SANTA MONICA, CA 90405
Bed: 4 Bath: 3
Sq Feet: 2334

LP: **\$1,950,000**
SP: **\$1,839,500**
Distance: 1.10 mi



2230 Delaware AVE
SANTA MONICA, CA 90404
Bed: N/A Bath: N/A
Sq Feet: 2346

LP: **\$1,165,000**
SP: **\$1,070,000**
Distance: 1.46 mi



2002 18TH ST
SANTA MONICA, CA 90404
Bed: 6 Bath: 3
Sq Feet: 2474

LP: **\$1,425,000**
SP: **\$1,425,000**
Distance: 1.17 mi

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EXHIBIT F

EXHIBIT F

EXHIBIT F



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2817 3RD ST,
SANTA MONICA, CA. 90405
[★ Add Favorite](#)

Listing Price: \$3,599,000
Beds 5 Baths 5



[View Property Website](#) [Virtual Tour](#)

[Driving Directions](#)
[Details](#)
[Map](#)
[WalkScore](#)
[Calc](#)
[SHARE](#)
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MLS#: 16-100550
APN#: 4287-022-014
Status: Active
Lot Size: 6376
Sq Ft: 2600
Beds: 5
Baths: 5
Style: N/A
Year Built: 1922
Subdivision:
Roof: N/A
Spa: N/A
Tennis: N/A
Laundry: N/A
Heat: Wall
Air: Wall Unit(s)
Amenities: N/A
Pool:
Floor: N/A
Rooms: N/A
Fireplace: N/A
Parking: Driveway - Combination

Open House: N/A
Property Type: Income
Sale Type: Standard
Land Type: N/A
Lease Amount: N/A
Lease Exp: N/A
HOD: N/A
Area: Santa Monica
City: SANTA MONICA
Zip code: 90405
Map: N/A
View: N/A
Waterfront: N/A
Sewer: N/A
Parking #: 3
Security: N/A

Remarks

[Community Report](#)

Vintage Home and 3 separate bungalows on elevated lot. Perfect for family Compound or work from home professionals. Bright and breezy charm filled interiors throughout with remodeled kitchens and bathrooms. Tasteful blend of contemporary upgrades and original period detailing. Main house has 2 en suite bedrooms and office with sundeck and private patio yard. Additional attic bonus room and basement storage room Peek of ocean views from all 4 components. Very unique property superbly located on Ocean Park's 3rd Street. An easy stroll to trendy Main St. coffee houses, cafes, boutiques and The Sunday Farmer's Market. Leave your car at home and enjoy life at the beach.

Real Estate Agents

Name: Mullins, Peter | [Email](#)

Phone: 310-600-6976

Cell: 310-600-6976

CalBRE #: 00973691

[Website](#)

Office: PETER D MULLINS

Office Phone: 310-600-6976

Name: N/A, N/A

Phone: N/A

Cell: N/A

CalBRE #: N/A

Office Name: N/A

Office Phone: N/A

Last Updated: 8/30/2016 11:01:20 AM

Similar Listings You May Like:



18TH
SANTA MONICA, CA 90404
Bed: 5 Bath: 2
Sq Feet: 2800

LP: \$2,100,000
Distance: 1.05 mi



2117 Stewart Street
Santa Monica, CA 90404
Bed: N/A Bath: N/A
Sq Feet: 2544

LP: \$1,995,000
Distance: 1.93 mi



1139 23RD ST
SANTA MONICA, CA 90403
Bed: N/A Bath: N/A
Sq Feet: 2689

LP: \$2,999,999
Distance: 1.48 mi

Recently Sold Listings:



711 MARINE ST
SANTA MONICA, CA 90405
Bed: 7 Bath: 3
Sq Feet: 2657

LP: \$1,898,000
SP: \$1,711,240
Distance: 1.37 mi



1943 19TH ST
SANTA MONICA, CA 90404
Bed: 6 Bath: 4
Sq Feet: 3011

LP: \$1,850,000
SP: \$1,770,000
Distance: 1.25 mi



2002 18TH ST
SANTA MONICA, CA 90404
Bed: 6 Bath: 3
Sq Feet: 2474

LP: \$1,425,000
SP: \$1,425,000
Distance: 1.17 mi



1438 11TH ST
SANTA MONICA, CA 90401
Bed: 4 Bath: 5
Sq Feet: 2582

LP: \$2,000,000
SP: \$1,800,000
Distance: 0.49 mi



808 26th Street
Santa Monica, CA 90403
Bed: N/A Bath: N/A
Sq Feet: 2978

LP: \$1,699,999
SP: \$1,700,000
Distance: 1.89 mi

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EXHIBIT G

EXHIBIT G

EXHIBIT G

Cal Code Civ Proc § 708.510

Deering's California Codes are current with urgency legislation through Chapter 219 of the 2016 Regular Session and Chapter 8 of the 2015-16 2nd Extraordinary Session, and ballot measures approved by the electorate at the June 7, 2016, Presidential Primary Election.

Deering's California Code Annotated > *CODE OF CIVIL PROCEDURE* > *Part 2. Of Civil Actions* > *Title 9. Enforcement of Judgments* > *Division 2. Enforcement of Money Judgments* > *Chapter 6. Miscellaneous Creditors' Remedies* > *Article 6. Assignment Order*

§ 708.510. Order to assign right to payment

- (a) Except as otherwise provided by law, upon application of the judgment creditor on noticed motion, the court may order the judgment debtor to assign to the judgment creditor or to a receiver appointed pursuant to Article 7 (commencing with Section 708.610) all or part of a right to payment due or to become due, whether or not the right is conditioned on future developments, including but not limited to the following types of payments:
 - (1) Wages due from the federal government that are not subject to withholding under an earnings withholding order.
 - (2) Rents.
 - (3) Commissions.
 - (4) Royalties.
 - (5) Payments due from a patent or copyright.
 - (6) Insurance policy loan value.
- (b) The notice of the motion shall be served on the judgment debtor. Service shall be made personally or by mail.
- (c) Subject to subdivisions (d), (e), and (f), in determining whether to order an assignment or the amount of an assignment pursuant to subdivision (a), the court may take into consideration all relevant factors, including the following:
 - (1) The reasonable requirements of a judgment debtor who is a natural person and of persons supported in whole or in part by the judgment debtor.
 - (2) Payments the judgment debtor is required to make or that are deducted in satisfaction of other judgments and wage assignments, including earnings assignment orders for support.
 - (3) The amount remaining due on the money judgment.
 - (4) The amount being or to be received in satisfaction of the right to payment that may be assigned.
- (d) A right to payment may be assigned pursuant to this article only to the extent necessary to satisfy the money judgment.
- (e) When earnings or periodic payments pursuant to a pension or retirement plan are assigned pursuant to subdivision (a), the amount of the earnings or the periodic payments assigned shall not

exceed the amount that may be withheld from a like amount of earnings under Chapter 5 (commencing with Section 706.010) (Wage Garnishment Law).

- (f) Where a specific amount of the payment or payments to be assigned is exempt by another statutory provision, the amount of the payment or payments to be assigned pursuant to subdivision (a) shall not exceed the amount by which the payment or payments exceed the exempt amount.

History

Added Stats 1982 ch 1364 § 2, operative July 1, 1983. Amended [Stats 1992 ch 163 § 51 \(AB 2641\)](#), operative January 1, 1994.

Annotations

Notes

Amendments:

1992 Amendment:

Added ", including earnings assignment orders for support" at the end of subd (c)(2).

Commentary

Legislative Committee Comment:

Section 708.510 provides a new procedure for reaching certain forms of property that cannot be reached by levy under a writ of execution, such as the nonexempt loan value of an unmatured life insurance, endowment, or annuity policy. See Sections 699.720(a)(6), 704.100. It also provides an optional procedure for reaching assignable forms of property that are subject to levy, such as accounts receivable, general intangibles, judgments, and instruments. This section does not make any property assignable that is not already assignable. This remedy may be used alone or in conjunction with other remedies provided in this title for reaching rights to payment, such as execution, orders in examination proceedings, creditors' suits, and receivership. The use of this remedy is subject to limitations on the time for enforcement of judgments. See Sections 683.010-683.220.

The introductory clause of subdivision (a) recognizes that certain rights to future payments, such as pension benefits, are protected by law from assignment. See, e.g., [5 U.S.C. § 8346](#) (1976) (federal government employees' retirement benefits); [45 U.S.C. § 231m](#) (1976) (railroad employees' annuities).

Paragraph (1) of subdivision (a) provides a new means to reach federal employees' wages. Such wages generally may not be garnished but may be reached in examination proceedings by an order to the judgment debtor to endorse and deliver paychecks to a receiver. See [Sheridan v. Sheridan, 33 Cal. App.3d 917, 109 Cal. Rptr. 466 \(1972\)](#). However, pursuant to [42 U.S.C. § 659](#) (Supp. III 1979), the wages of federal employees may be garnished for the enforcement of child support and alimony payments as if the United States were a private person.

Paragraph (2) permits issuance of an order for the assignment of the right to payment of rent. Under former law, it was held that future rental installments could not be reached by garnishment. See Hustead v. Superior Court, 2 Cal. App.3d 780, 785-87, 83 Cal. Rptr. 26 (1969).

The assignment of a right to charge commissions or royalties pursuant to paragraphs (3) and (4) may be a more appropriate manner for reaching such uncertain amounts than through levy and sale as permitted in Meacham v. Meacham, 262 Cal. App.2d 248, 252, 68 Cal. Rptr. 746 (1968).

The nonexempt loan value (see Section 704.100) of an unmaturred life insurance, endowment, or annuity policy may not be reached by a levy of execution (see Section 699.720), but may be reached by an assignment order under paragraph (6).

Subdivision (c) is based on the standard for fixing the amount of payments under the New York installment payment order procedure. See N.Y. Civ. Proc. Law & R. § 5226 (McKinney 1978).

Subdivision (d) recognizes that the amount collected by the judgment creditor pursuant to this article may not exceed the amount necessary to satisfy the judgment. See also Sections 685.020 (accrual of interest), 685.030 (cessation of interest), 685.040 (right to costs).

Subdivisions (e) and (f) recognize limitations on the assignment order procedure imposed by exemption laws. See Section 703.010

1992 Amendment

Subdivision (c)(2) of Section 708.510 is amended to make clear that the court is to take into consideration any earnings assignment order for support. "Earnings assignment order for support" is defined in Section 706.011.

Cal Code Civ Proc § 708.520

Deering's California Codes are current with urgency legislation through Chapter 219 of the 2016 Regular Session and Chapter 8 of the 2015-16 2nd Extraordinary Session, and ballot measures approved by the electorate at the June 7, 2016, Presidential Primary Election.

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§ 708.520. Restraining assignment or other disposition

- (a) When an application is made pursuant to Section 708.510 or thereafter, the judgment creditor may apply to the court for an order restraining the judgment debtor from assigning or otherwise disposing of the right to payment that is sought to be assigned. The application shall be made on noticed motion if the court so directs or a court rule so requires. Otherwise, it may be made ex parte.
- (b) The court may issue an order pursuant to this section upon a showing of need for the order. The court, in its discretion, may require the judgment creditor to provide an undertaking.
- (c) The court may modify or vacate the order at any time with or without a hearing on such terms as are just.
- (d) The order shall be personally served upon the judgment debtor and shall contain a notice to the judgment debtor that failure to comply with the order may subject the judgment debtor to being held in contempt of court.

History

Added Stats 1982 ch 1364 § 2, operative July 1, 1983.

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Cal Code Civ Proc § 708.530

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§ 708.530. Effect and priority of assignment

- (a) Except as provided in subdivision (b), the effect and priority of an assignment ordered pursuant to this article is governed by Section 955.1 of the Civil Code. For the purpose of priority, an assignee of a right to payment pursuant to this article shall be deemed to be a bona fide assignee for value under the terms of Section 955.1 of the Civil Code.
- (b) An assignment of the right to future rent ordered under this article is recordable as an instrument affecting real property and the priority of such an assignment is governed by Section 1214 of the Civil Code.

History

Added Stats 1982 ch 1364 § 2, operative July 1, 1983. Amended Stats 1984 ch 538 § 32.

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Cal Code Civ Proc § 708.540

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§ 708.540. Rights of person obligated

The rights of an obligor are not affected by an order assigning the right to payment until notice of the order is received by the obligor. For the purpose of this section, "obligor" means the person who is obligated to make payments to the judgment debtor or who may become obligated to make payments to the judgment debtor depending upon future developments.

History

Added Stats 1982 ch 1364 § 2, operative July 1, 1983.

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Cal Code Civ Proc § 708.550

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§ 708.550. Exemption procedure

- (a) The judgment debtor may claim that all or a portion of the right to payment is exempt from enforcement of a money judgment by application to the court on noticed motion filed not later than three days before the date set for the hearing on the judgment creditor's application for an assignment order. The judgment debtor shall execute an affidavit in support of the application that includes all of the matters set forth in subdivision (b) of Section 703.520. Failure of the judgment debtor to make a claim of exemption is a waiver of the exemption.
- (b) The notice of the motion shall be personally served on the judgment creditor not later than three days before the date set for the hearing.
- (c) The court shall determine any claim of exemption made pursuant to this section at the hearing on issuance of the assignment order.

History

Added Stats 1982 ch 1364 § 2, operative July 1, 1983.

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

1875 Century Park East, Suite 700, Los Angeles, CA 90067 and 400 Corporate Pointe, Suite 300, Culver City, CA 90230.

A true and correct copy of the foregoing document entitled (*specify*): **MOTION FOR ORDER ASSIGNING JUDGMENT DEBTOR'S RIGHT TO PAYMENTS AND ORDER RESTRAINING JUDGMENT DEBTOR; MEMORANDUM OF POINTS AND AUTHORITIES; REQUEST FOR JUDICIAL NOTICE; DECLARATION OF ADAM L. STRELTZER**
[F.R.B.P. Rule 7069; F.R.C.P. Rule 69(a)(1); Cal. Code of Civ. Proc. §§708.510 & 708.520]

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **09/02/2016**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Dana M Douglas - dmddouglas@hotmail.com
- Kevin T Simon - kevin@srhlawfirm.com, ktseef@gmail.com
- Adam L Steltzer - adam@steltzer.com
- United States Trustee (LA) - ustpreion16.la.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **09/02/2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **09/02/2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

- Hon. Julia W. Brand, United States Bankruptcy Court, 255 E. Temple Street, Suite 1382, Los Angeles, California 90012 [USPS Priority Mail]
- Peter D. Mullins, 2633 Lincoln Blvd. #342, Santa Monica, California 90405 [USPS Priority Mail]
- Peter D. Mullins, 2520 5th St. #A, Santa Monica, California 90405 [USPS Priority Mail]
- Donna Dishbak, Esq., 433 N. Camden Drive, 4th Fl., Beverly Hills, CA 90210 [USPS Priority Mail]

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

09/02/2016
Date

ADAM L. STRELTZER
Printed Name

/s/ Adam L. Steltzer
Signature